



May 10, 2017

Sent Via Email

Mr. Emerson Setim
304 Oak View Ave
Joliet, IL 60433

Re: Case No. 16OP77680

Dear Mr. Setim,

Today the Judge entered and continued your Petition for an Order for Protection against Jose Zaccaraini. This means that although the emergency petition was denied, you still have a chance to obtain a protection order pending the outcome of the next few court dates. I must reiterate that in order to succeed on any of your claims, *you must appear in court on May 31, 2017 at 9:00 a.m. at 555 W. Harrison, room 202, Chicago, IL*. Failure to appear could put you at risk of receiving a default judgment against you and/or sanctions from the judge.

In preparation of your defense, I will need the following documents from you **no later than May 19, 2017**:

1. A transcript – in both Portuguese and English – of the YouTube video from December 2016 that J. Zaccarini posted in which he threatens your life and the life of your family;
2. A copy of the police report you filed in December 2016 in reference to the YouTube threats – you may go to the police department where you filed it to obtain a copy;
3. A complete history of the WhatsApp text messages received from J. Zaccarini from May 2, 2017 and from February 12, 2017 – you may print each message and provide a translation into English; and
4. The name and contact information for the Portuguese translator you intend to use for translation services.

Additionally, you have an outstanding balance with my office of \$991.98. **You must make a payment BEFORE the next court date.**

Your cooperation in the preparation of your case, including making timely payments and your appearance in court, is part of your contract with my office; failure to comply could result in my withdrawal from representation. *See Legal Representation & Retainer Agreement, paragraph 6 - 7 page 2.*

Thank you for your cooperation. I look forward to receiving your documents.

Regards,

Susan Ritacca



INVOICE

Susan Ritacca Law Office
601 S. California
Chicago, IL 60612

INVOICE # 2
DATE: MAY 10, 2017

TO:

Emerson Rodrigues-Setim
4304 Oak View Ave
Joliet, IL 60433

FOR:

Case No. 160P77680

DESCRIPTION	AMOUNT
Defense for civil order of protection, Cook County, Illinois*	\$1,500.00
Cook County Civil Order for Protection Appearance Fee	\$241.98
	TOTAL \$1,741.98
	PREVIOUS PAYMENT -\$750.00
<i>*Please note that payment does not include costs pursuant to circuit court filing fees.</i>	\$991.98

Please make all checks or money orders payable to Susan Ritacca Law Office.
For credit card payment, please call our office at (872)228-6960.

Thank you!



FILE COPY

SUSAN RITACCA LAW OFFICE
601 S. California
Chicago, Illinois 60612
(T) 872-222-6960 (F) 872-228-9463

LEGAL REPRESENTATION & RETAINER AGREEMENT

Dear Mr. Setim,

Thank you for allowing my firm the opportunity to address your legal needs. This letter will confirm our conversations regarding my representation of you in connection with all legal aspects pertaining to your case: Civil Order for Protection Case No. 16OP77680. Please read this entire agreement carefully prior to signing.

1. Getting Started

Based on an analysis of your case, I will require a flat fee of \$1,500.00. A minimum retainer payment of \$750.00, to be paid once the payment contract is agreed to and signed.

The retainer is just that - something I will "retain" regardless of any circumstances that occur after it has been received and by which you "retain" the commitment of my time and expertise in the defense of your case. Once I received the deposit I will reserve my time to represent you. Up until trial the Petitioner may attempt to dismiss the charges set forth above. Regardless of what actions the Petitioner takes after you have retained our office, I will keep the retainer. If payment of such retainer (alone) is made and then the prosecution of this case is dropped, but begins again, then this amount of money will be credited to your defense and I will again continue to represent you on the same occurrence for which the retainer was paid.

Please be advised that I will keep any and all information confidential. I will not discuss identifying information about you or details of this case with anyone. However, from time to time I may consult with outside counsel for advice on procedure and/or strategy. Prior to obtaining outside assistance I will seek your approval.

2. Attorney's Fees

Your fee includes the total cost of work I shall perform. This includes document preparation, court appearances, and correspondence with you and any witnesses. You may pay by cash, check, or credit card. There will be a 2.75% processing fee for credit card transactions. Please note that for initial deposits, payments by check require a 10 business day waiting period before work begins on your case. If there is an upcoming court hearing or filing deadline, I recommend that you make a payment in cash so that I can begin work immediately. Returned checks will incur a \$10.00 fee.

3. Additional Fees

Your flat fee rate does NOT include any expenses related submitting documents to the court. Court costs and fees pursuant to this case, including but not limited to filing fees, certified copies or fees pursuant to court services will remain your responsibility.

4. Costs Breakdown

The following expenses will not apply in every case, and I will seek your approval if possible before incurring any of these costs:

Travel. Transportation costs and travel time are included in your flat fee amount.

Legal Research. From time to time I may need to perform legal research on your case. The actual cost of the research is included in your flat fee amount.

Documents. In some jurisdictions, courts and opposing counsel may charge a fee for discovery. The actual



cost of discovery in this case will be included in your flat fee amount.

5. Scope of Representation

I will be representing you in your civil case. This means that I will not be your attorney forever – only until the conclusion of the specific matter for which you have hired me. This agreement is effective for the following matter: Civil Order for Protection Case No. 16OP77680.

6. Withdrawals or Dismissal.

You have the right to dismiss me as counsel at any time. If you choose to dismiss me, a final accounting of all time billed on the case will be provided along with a refund of any remaining trust funds within 2 weeks. Additionally, I reserve the right to withdraw from any matter. If there is a matter before the court, the court must approve the withdrawal.

7. Cooperation.

By signing this agreement you agree to cooperate fully with the representation, including responding to any messages or phone calls or requests for documentation.

8. Disputes.

The counsel-client relationship is regulated by the Illinois Rules of Professional Conduct (Article VIII of the Illinois Supreme Court Rules), and any dispute shall be reviewed under the terms of such Rules.

9. No Guarantees.

You hereby acknowledge that I have made no guarantees or promises regarding the successful outcome of this matter and that any expressions about the outcome of the matter are good faith assessments of your legal options and not a promise or guarantee.

10. Entire Agreement.

This agreement contains the entire agreement between you and Susan Ritacca Law Office. No modification of this agreement shall be valid unless it is in writing signed by both parties. The agreement shall be construed with the laws of the State of Illinois.

If the aforesaid conditions meet with your approval, please sign the enclosed copy of this letter and return to me on your next court date. Should you have any additional questions about what we talked about or the information in this letter, please do not hesitate to ask. I will maintain your file in my office for review, and unless otherwise requested by you in writing, I will dispose of the file after the statutory period. Thank you again for the opportunity to assist you with your legal needs, and I look forward to working with you to address this matter.

Sincerely,

Susan Ritacca, Esq.

The undersigned acknowledges receipt of a copy of this Contract and hereby agrees to the terms stated:

Client (signature)

EMERSON SETTIM

Client (print name)

04/06/17

Date

304 OAKVIEW AVE
Address

Joliet
City/State/Zip

(1) 860-328-0474
Phone